

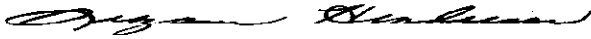
Electronically Recorded

Official Public Records

Tarrant County Texas

12/6/2010 10:42 AM

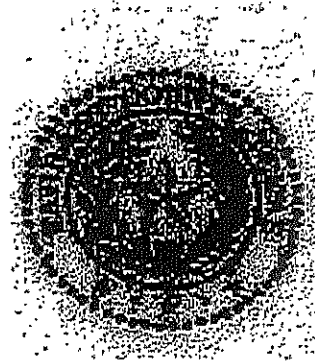
D210300623



Suzanne Henderson

PGS 13 \$64.00

Submitter: ACS



CHESAPEAKE ENERGY CORP.
ATTN: RECORDING TEAM
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

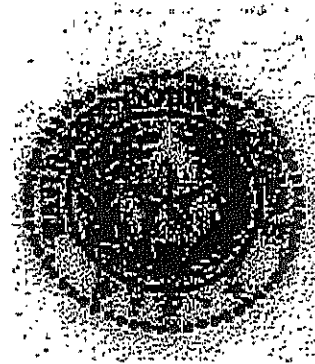
Submitter: CHESAPEAKE OPERATING, INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING – THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY ERXCHANGE



CHESAPEAKE ENERGY CORP.
ATTN: RECORDING TEAM
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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BY ERXCHANGE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**FIRST AMENDMENT TO
EASEMENT AND RIGHT OF WAY AGREEMENT**

**STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF TARRANT §**

WHEREAS, a certain Easement and Right of Way Agreement (the "Agreement") dated September 25, 2008 was executed by and between **Allison J. Thompson** (as "Grantor") and **Texas Midstream Gas Services, L.L.C.**, an Oklahoma limited liability company (as "Grantee"), the Agreement being recorded on October 28, 2008, Instrument Number D208408120, of the Official Public Records, Tarrant County, Texas;

WHEREAS, a copy of the Agreement is attached hereto as **Exhibit "2"**; and

WHEREAS, Grantee desires to amend the Agreement to: (i) replace the original plat with a revised plat and (ii) change the width of the permanent easement.

NOW, THEREFORE, for good and valuable consideration in hand paid to Grantor by Grantee, the receipt and sufficiency of which are acknowledged, Grantor and Grantee amend the Agreement as follows:

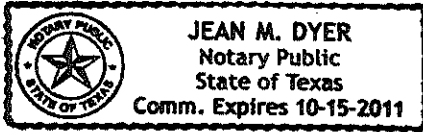
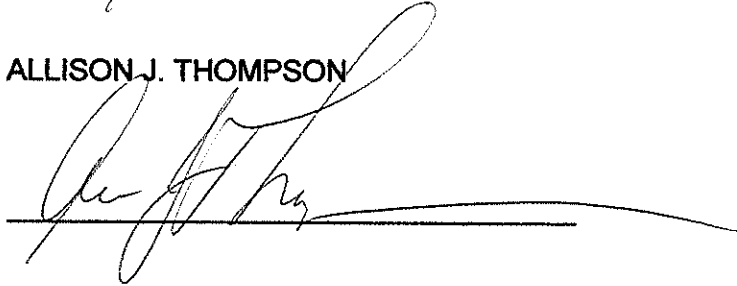
- (i) The easement description attached as **Exhibit "A"** to the Agreement is deleted, and is replaced by **Exhibit "1"**, attached hereto and incorporated herein.
- (ii) Paragraph 1 of the Agreement describes the permanent easement as six feet (6") in width. The width is hereby amended to ten feet (10') in width.

Except as amended by this First Amendment to Easement and Right of Way Agreement, all of the terms and conditions of the Agreement are ratified and shall remain in full force and effect.

The provisions hereof shall be binding upon Grantor and Grantee and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

EXECUTED this 10th day of Nov, 2010.

GRANTOR: ALLISON J. THOMPSON



GRANTEE: TEXAS MIDSTREAM GAS SERVICES, L.L.C.,
an Oklahoma limited liability company

BY: 
J. MICHAEL STICE
Chief Executive Officer

ACKNOWLEDGMENT

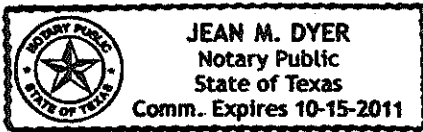
STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 15th day of November, 2010 by Allison J. Thompson.

(SEAL)



Notary Public, State of Texas

Printed Name: Jean M. Dyer

Commission Expires: 10-15-2011

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA

§
§
§

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on the 1st day of Dec., 2010 by J. Michael Stice, Chief Executive Officer of Texas Midstream Gas Services, L.L.C., an Oklahoma limited liability company, on behalf of said company.

(SEAL)



Tarah Bates
Notary Public, State of Oklahoma

Printed Name: Tarah Bates

Commission Expires: 03/01/2014

Exhibit "1"

NOTES:

(1) ALL BEARINGS SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD OF 1983, AS DERIVED BY FIELD OBSERVATIONS UTILIZING THE RTK NETWORK ADMINISTERED BY WESTERN DATA SYSTEMS.

(2) TITLE INFORMATION PROVIDED BY TEXAS MIDSTREAM GAS SERVICES, L.L.C.

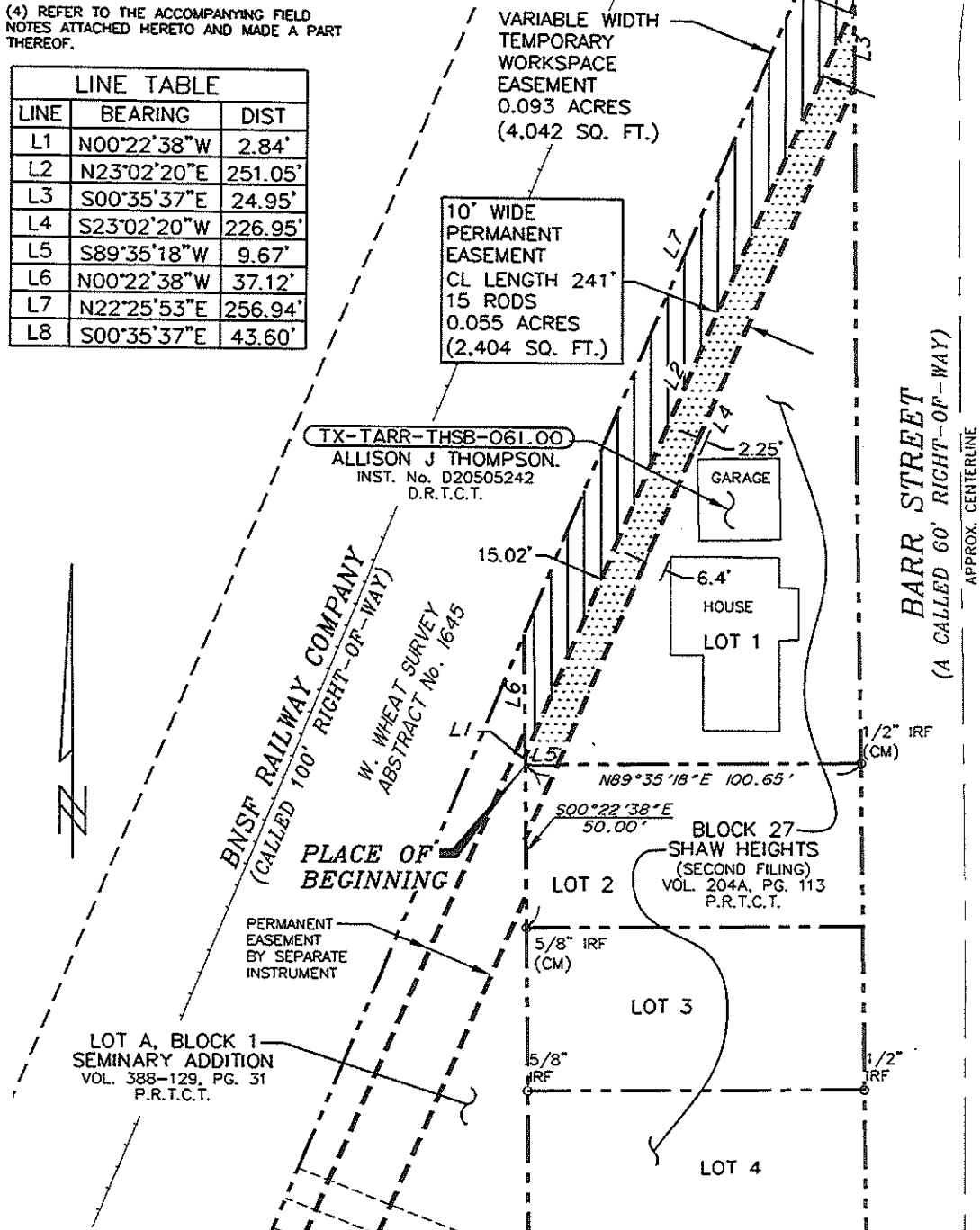
(3) THIS SURVEY WAS MADE ON THE GROUND DURING THE MONTHS OF MARCH 2009 THRU OCTOBER 2010 UNDER THE DIRECTION OF GREGG A.E. MADSEN, R.P.L.S. NO. 5798.

(4) REFER TO THE ACCOMPANYING FIELD NOTES ATTACHED HERETO AND MADE A PART THEREOF.

* LEGEND *

CM	CONTROLLING MONUMENT
IRF	IRON ROD FOUND
IRS	IRON ROD SET
	PERMANENT EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	BEARING	DIST
L1	N00°22'38"W	2.84'
L2	N23°02'20"E	251.05'
L3	S00°35'37"E	24.95'
L4	S23°02'20"W	226.95'
L5	S89°35'18"W	9.67'
L6	N00°22'38"W	37.12'
L7	N22°25'53"E	256.94'
L8	S00°35'37"E	43.60'



16:47 WA 09017.03 TX-TARR-THSB-061.00-1-Rev5.dwg

5	11/10	GTB	REVISED HEADING ON SHEET 2	JLH
4	10/29	JW	ADDED DIMENSIONS, REVISED STREET NAME	JLH
3	9/30	GTB	REV. LOCATION OF PERM ESMT. & ADDED TCE	JLH
REV.	DATE	BY	DESCRIPTION	CHK.

PROJECT NO.
563365 TX-TARR-THSB-061.00

WIA WIER & ASSOCIATES, INC.
SURVEYOR PREPARING THIS EXHIBIT:

TEXAS MIDSTREAM
GAS SERVICES

THORNTON TO SW BAPTIST
ALLISON J. THOMPSON
10' WIDE PERMANENT EASEMENT
TARRANT COUNTY, TEXAS

DRAWN BY: GTB	DATE: 10-10-2009	DWG. NO.	REV.
CHECKED BY:	DATE: 11/10/2010	1 OF 2	5
SCALE: 1" = 40'	APP: GUY		

EXHIBIT

FIELD NOTES - DESCRIPTION
10' WIDE PERMANENT EASEMENT

BEING A TRACT OF LAND LOCATED IN THE W. WHEAT SURVEY, ABSTRACT No. 1645, TARRANT COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK 27, SHAW HEIGHTS (SECOND FILING), AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, RECORDED IN VOLUME 204A, PAGE 113, PLAT RECORDS, TARRANT COUNTY, TEXAS (P.R.T.C.T.), BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO ALLISON J THOMPSON, RECORDED IN INSTRUMENT NUMBER D20505242, DEED RECORDS, TARRANT COUNTY, TEXAS, (D.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT, BEING IN THE SOUTHWEST CORNER OF SAID LOT 1 AND THE NORTHWEST CORNER OF LOT 2 OF SAID BLOCK 27, FROM WHICH A 1/2" IRON ROD FOUND BEARS N 89°35'18" E, 100.65 FEET, SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID LOT 1, THE NORTHEAST CORNER OF SAID LOT 2 AND IN THE WEST RIGHT-OF-WAY LINE OF BARR STREET (A CALLED 60' RIGHT-OF-WAY);

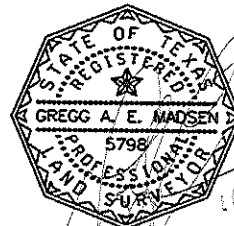
THENCE N 00°22'38" W, ALONG THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF LOT A, BLOCK 1, SEMINARY ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, RECORDED IN VOLUME 388-129, PAGE 31, P.R.T.C.T., 2.84 FEET TO A POINT;

THENCE N 23°02'20" E, DEPARTING THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF SAID LOT A, 251.05 FEET TO A POINT IN THE EAST LINE OF LOT 1 AND THE WEST RIGHT-OF-WAY LINE OF SAID BARR STREET;

THENCE S 00°35'37" E, ALONG THE EAST LINE OF SAID LOT 1 AND THE WEST RIGHT-OF-WAY LINE OF SAID BARR STREET, 24.95 FEET TO A POINT;

THENCE S 23°02'20" W, DEPARTING THE EAST LINE OF SAID LOT 1 AND THE WEST RIGHT-OF-WAY LINE OF SAID BARR STREET, 226.95 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 1 AND THE NORTH LINE OF SAID LOT 2;

THENCE S 89°35'18" W, ALONG THE SOUTH LINE OF SAID LOT 1 AND THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 9.67 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.055 ACRES (2,404 SQUARE FEET) OF LAND, MORE OR LESS.



THIS SURVEY WAS MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF GREGG A.E. MADSEN, R.P.L.S. NO. 5798 DURING THE MONTHS OF MARCH 2009 THRU OCTOBER 2010. ALL BEARINGS RECITED HEREIN ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD OF 1983. REFER TO THE ACCOMPANYING EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF.

5	11/10	GTB	REVISED HEADING ON SHEET 2	JLH
4	10/29	JW	ADDED DIMENSIONS, REVISED STREET NAME	JLH
3	9/30	GTB	REV. LOCATION OF PERM ESMT & ADDED TCE	JLH
REV.	DATE	BY	DESCRIPTION	CHK.

PROJECT NO.

563365

TX-TARR-THSB-061.00

texas MIDSTREAM
GAS SERVICES

THORNTON TO SW BAPTIST
ALLISON J THOMPSON
10' WIDE PERMANENT EASEMENT
TARRANT COUNTY, TEXAS

WIER & ASSOCIATES, INC.

SURVEYOR PREPARING THIS EXHIBIT:

DRAWN BY: GTB	DATE: 09-28-2010	DWG. NO.	REV.
CHECKED BY:	DATE: 11/10/2010	2 OF 2	5
SCALE: N/A	APP.: <i>SM</i>		

16:47 WA# 09017.03 TX-TARR-THSB-061.00-2-Rev5.dwg

Exhibit "2"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF TEXAS

COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS

Grantor(s):

Allison J. Thompson, Individual
4032 Barr
Fort Worth, TX 76110

Grantee:

TEXAS MIDSTREAM GAS SERVICES, L.L.C.
P.O. Box 18162
Oklahoma City, OK 73154-0162

 COPY

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned Grantor (whether one or more), by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto **TEXAS MIDSTREAM GAS SERVICES, L.L.C.**, an Oklahoma limited liability company, duly authorized to do business in the State of Texas as Grantee, its successors and assigns, all of the following:

1. Easement. A permanent and exclusive easement and right-of-way six feet (6') in width (hereinafter called the "Easement"), together with all improvements located thereon, on, in, over, under, through and across Grantor's land for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, substituting, changing, altering, converting, relocating within the Easement, changing the size of, and removing therefrom pipelines, together with such appurtenant facilities as from time to time deemed by Grantee to be necessary or desirable in connection with the use and convenient operation of the pipelines, for the transportation of oil, gas, petroleum products, fresh water, saltwater, or any other liquids, gases (including inert gases) or substances which can be transported through pipelines. The description of the Easement, and the land out of which the same is being acquired ("Grantor's Land"), are described in Exhibit "A" attached hereto and made a part hereof for all purposes.

2. Temporary Construction Easements. Temporary construction easements (hereinafter called "Temporary Construction Easements"), together with all improvements located thereon, on, in, over, under, through and across Grantor's Land for the use and occupancy by Grantee, its agents, employees, contractors and subcontractors, only in connection with and during the original construction of any of the pipelines on the Easement. The Temporary Construction Easement shall automatically terminate and revert to the Grantor, free and clear of any right, title or interest in Grantee, upon whichever first occurs: (i) the completion of construction of the pipelines on the Easement; or (ii) upon one (1) year following the start of construction of the pipelines. The description of the Temporary Construction Easements, and the part of Grantor's Land out of which the same is being acquired, are described in Exhibit "A" attached hereto and made a part hereof for all purposes, which may be amended from time to time.

Line: Thornton to SW Baptist
Tract TX-TARR-THSB-061.00

Page 1 of 5

3. Grantee Need for Additional Workspace. Grantor hereby expressly agrees that in the event the route of the pipelines to be constructed hereunder should cross any roads, railroads, creeks, or other waterways located on the above described land or other places requiring extra work space, or if the rights granted to Grantee hereunder require extra work space, then Grantee shall have the right and temporary access to additional working space which may be necessary therefor, and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional work space.

4. Grantee Access. Grantee shall have the right of ingress and egress to and from Grantor's Land, which right of ingress and egress, except as otherwise provided in this paragraph, shall be limited and confined to the boundaries of the Easement and to the boundaries of the Temporary Construction Easements while such Temporary Construction Easements remain in effect. Grantee shall also have the right, for ingress and egress purposes only, to use any road or roads located now, or in the future, on Grantor's Land, and any gates located on such roads; provided, however, Grantee shall restore such roads and gates to substantially the same or better condition as the roads and gates were in prior to the use thereof by Grantee.

5. Grantee Right to Keep Clear Right of Way. Grantee shall have the right from time to time to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and Easement herein granted and Grantee shall not be liable for damages caused on the Easement by keeping the right-of-way clear of trees, undergrowth and brush in the exercise of the rights herein granted.

6. Grantee's Cathodic Protection. Grantee shall have the right to cathodically protect the pipelines within the boundaries of the Easement, and to install and maintain above-ground pipeline markers, vent pipes, and cathodic protection devices, power poles and test leads within the boundaries of the Easement only at fence lines, property lines, creek crossings, road crossings, railroads and at any other location as required by law. Except as provided in this Paragraph, Grantee shall have no other above-ground structures within the boundaries of the Easement.

7. Pipeline Depth. The pipelines will be buried to a minimum depth of one hundred twenty inches (120") below the surface of the ground at the time of construction and any then existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground. At those locations where rock is encountered, the pipelines may be buried at a lesser depth.

8. Grantee Future Line Rights. Grantor and Grantee agree that should more pipelines be constructed and laid within the Easement after the initial construction period of said pipelines, Grantee shall then pay Grantor fifty dollars and no/100 cents (\$50.00) per rod for each additional line so constructed and laid, in addition to the damages provided for elsewhere in this agreement.

9. Initial and Future Damages Caused by Grantee. Except as set forth in Paragraph 5 above and after the initial construction, Grantee agrees to pay Grantor for all future damages to livestock, crops, improvements or other property of Grantor permitted to be located on the Easement by the terms hereof, and caused by Grantee or its agents, servants, employees, contractors or subcontractors in performing such future construction or other pipeline related activities on the Easement. Grantor agrees and understands Grantee's consideration herein paid does include payment of the initial damages caused by the initial construction of the pipelines and appurtenances, if any, including temporary work space, crop, timber and land surface damages.

10. Restrictions on Grantor Use of Easement. Without prior, written consent of the Grantee, Grantor shall not construct or permit construction within the boundaries of the Easement, and Grantee shall have the right to prevent the construction within the boundaries of the Easement and the right to remove therefrom, any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including but not limited to trees, brush, roots and other growth. Grantor shall not, nor permit third parties to, change the grade of the land, or remove the cover, over the pipelines without prior, written consent of the Grantee.

11. Grantor Reservation of Rights to Easement. Grantee does not acquire by this Easement and Right-of-Way Agreement, but expressly takes subject to and Grantor reserves to Grantor and to Grantor's heirs, successors and assigns, each and all of the following rights in and to Grantor's Land:

- (1) All oil, gas, sulphur, uranium, fissionable materials, and other minerals ("Grantor's Minerals") under the surface of the Easement to be acquired herein; provided, however, that Grantor shall not be permitted to explore, drill, mine, produce or operate for Grantor's Minerals on the surface of the Easement, but will be permitted to extract Grantor's Minerals from under the Easement by directional drilling or other means, from land located outside the boundaries of the Easement, so long as Grantee's use of the Easement for the purposes set forth herein is not disturbed and the pipelines and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or interfered with; and
- (2) The right to pass back and forth across the Easement on foot or in passenger cars and trucks; the right to plant, grow and harvest crops and gardens thereon and graze livestock on the Easement.

12. Grantee Withholding of Certain Taxes. The Internal Revenue Code provides that a Grantee of a real property interest in the United States must withhold tax if the Grantor is a foreign person. Each Grantor hereby certifies under oath and subject to penalties of perjury that such Grantor is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

13. Grantee Repair of Grantor Fencing. Upon completion of construction, all fences cut or disturbed by construction shall be replaced in as good or better condition that existed before.

14. Grantee Assignment. Grantee, and Grantee's successors and assigns, will have the right to assign or transfer this Easement and Right of Way Agreement in whole or in part.

15. Binding Effect. The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

16. Entire Agreement. Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful for the full and complete enjoyment and use of the Easement for the purposes stated herein. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between the Grantor and Grantee which modify, alter or amend this Easement and Right-of-Way Agreement.

TO HAVE AND TO HOLD the Easement together with all and singular the privileges and appurtenances thereto in anywise belonging unto Grantor, its successors and assigns, forever. Grantor does hereby bind Grantor, Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 25th day of September, 2008.

[INTENTIONALLY LEFT BLANK SIGNATURES ON FOLLOWING PAGE]

GRANTOR: Allison J. Thompson

By: *Allison J. Thompson*

Printed Name: Allison J. Thompson

Title: Individual

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me on the 25 day of September, 2008,
by Allison J. Thompson.

(SEAL)



Jean M. Dyer
Notary Public in and for
the State of Texas

Jean M. Dyer
(Printed Name of Notary)

My commission expires: 10-15-2011

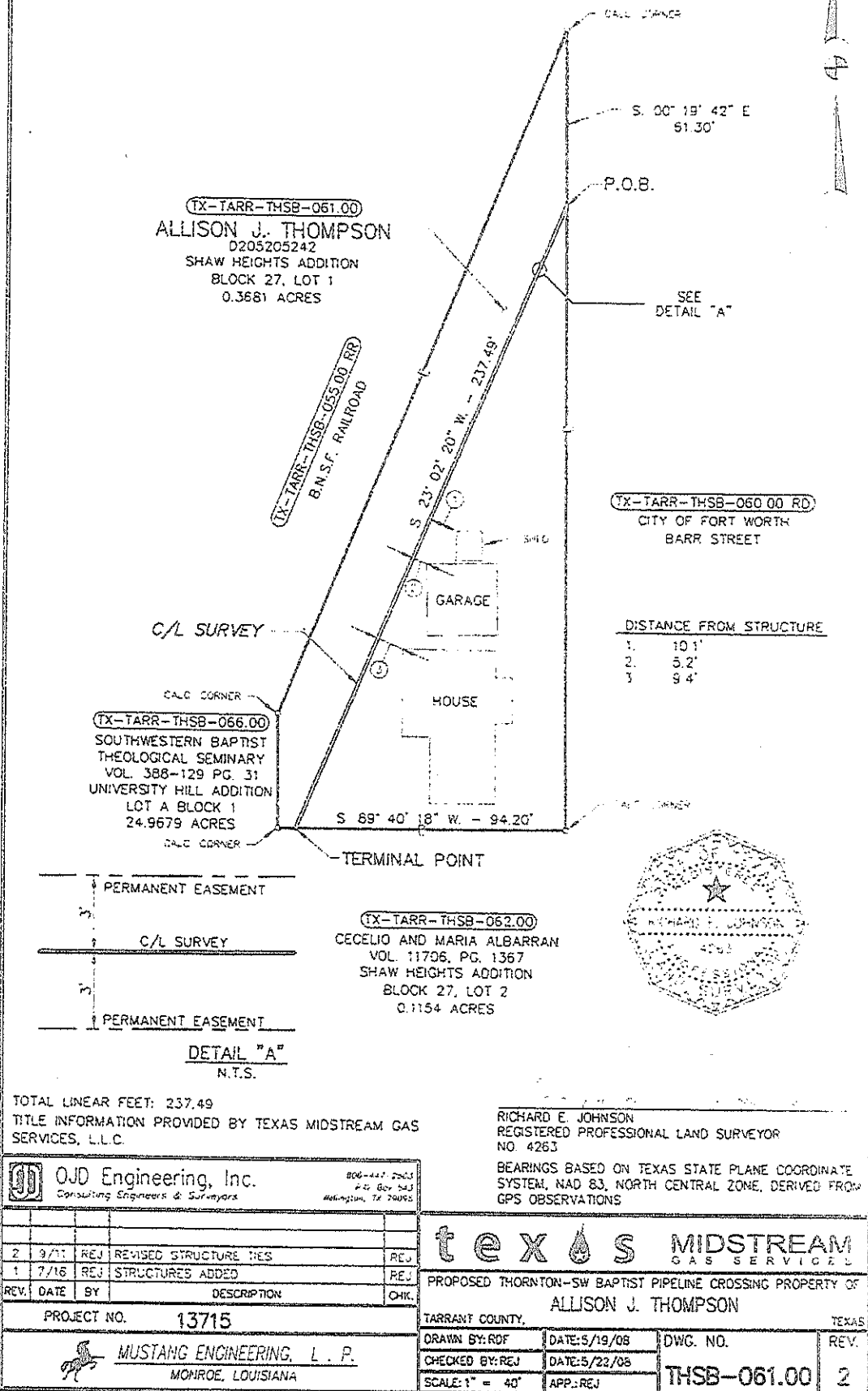
Line: Thomton to SW Baptist
Tract: TX-TARR-THSB-061.00

Page 4 of 5

EXHIBIT "A"

TARRANT COUNTY, TEXAS

W.W. WHEAT SURVEY A-1845



TOTAL LINEAR FEET: 237.49

TITLE INFORMATION PROVIDED BY TEXAS MIDSTREAM GAS SERVICES, L.L.C.

OJD Engineering, Inc.
Consulting Engineers & Surveyors806-447-2003
P.O. Box 543
Huntington, TX 75642

REV.	DATE	BY	DESCRIPTION	CHK.
2	9/11	REJ	REVISED STRUCTURE YES	REJ
1	7/16	REJ	STRUCTURES ADDED	REJ

PROJECT NO. 13715

MUSTANG ENGINEERING, L.L.P.
MONROE, LOUISIANAtex MIDSTREAM
GAS SERVICESPROPOSED THORNTON-SW BAPTIST PIPELINE CROSSING PROPERTY OF
ALLISON J. THOMPSON

DRAWN BY: RDF	DATE: 5/19/08	DWG. NO.	REV.
CHECKED BY: REJ	DATE: 5/22/08	THSB-061.00	2
SCALE: 1" = 40'	APP: REJ		



TEXAS MIDSTREAM GAS SERVICES
5603 EAST 1ST ST

FT WORTH TX 76103

Submitter: TEXAS MIDSTREAM GAS SERVICES

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 10/28/2008 01:27 PM
Instrument #: D208408120
A 6 PGS \$32.00

By: _____



D208408120

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

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